



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: ATD-American Company

File: B-235080

Date: July 12, 1989

DIGEST

Protest that agency should make multiple awards representing the lowest overall cost to the government is denied where the invitation for bids contemplated and authorized only an aggregate award.

DECISION

ATD-American Company protests the award of a firm fixed-price requirements contract to All Seasons Services under invitation for bids (IFB) No. 143PI-001-9, issued by Federal Prison Industries, a government corporation operating under the trade name UNICOR. ATD contends that UNICOR is authorized to make multiple awards under the IFB, and that, instead of making an aggregate award, UNICOR should award a contract to it for one of the two items called for under the IFB based on its lower price for that item.

We deny the protest.

The IFB requested bids on an estimated 140,000 yards each of two sizes of momie cloth, 72" wide and 54" wide. Two bids were received by bid opening on March 28, 1989. All Seasons bid \$2.51 per yard for item No. 1, the 72" wide cloth, and \$2.17 per yard for item No. 2, the 54" wide cloth, for a total price of \$655,200. ATD bid \$2.954 per yard for item No. 1, \$1.957 for item No. 2, and had a total bid price of \$687,540. A contract for both items was awarded to All Seasons on April 4, based on its lower total price.

ATD contends that the IFB authorized UNICOR to make multiple awards because the contract award clause in the IFB stated that the government "may accept any item or group of items of a bid" See Federal Acquisition Regulation (FAR) § 52.214-10(c). Basically, the protester argues that the

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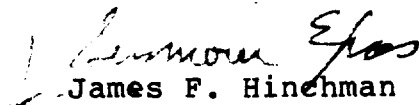
agency may infer the right to make multiple awards on the basis of the above clause, without regard to other provisions in the IFB. We disagree.

When an IFB does not specifically require an aggregate award, the standard contract award clause, FAR § 52.214-10(c), supra, allows award to be made on an item basis. Talbott Development Corp., B-220641, Feb. 11, 1986, 86-1 CPD ¶ 152. When an aggregate award is required by the IFB, however, the agency must make award on that basis. Blue Bird Coach Lines, Inc., B-200616, Jan. 28, 1981, 81-1 CPD ¶ 51. In this case, the IFB contained the following "all-or-none" provision:

"Bidders must bid on all items listed.
Partial bids will not be accepted."

Additionally, the IFB did not include the standard "Evaluation of Bids for Multiple Awards" clause, FAR § 52.214-22, which is required when the contracting officer determines that multiple awards might be made. See FAR § 14.201-6(q). Given that the IFB stated that partial bids would not be considered, bidders were required to submit prices for all items, and the IFB did not contain the "Evaluation of Bids for Multiple Awards" clause, we find that the IFB clearly contemplated and authorized only an aggregate contract award. Wyoming Weavers, Inc., B-229669.3, June 2, 1988, 88-1 CPD ¶ 519.

The protest is denied.


James F. Hinchman
General Counsel